

EXHIBIT A



Terms of Use

Last Modified: September 16, 2016

These Terms of Use (these “Terms”) govern your access to and the use of TopstepTrader, LLC (“TopstepTrader”, “we”, “our” or “us”) Sites or Services, however accessed, including any content, functionality, products and services, information about our products and services, your accounts, and other tools offered. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Privacy Policy which is incorporated herein by reference.

By using our Sites or Services, whether by accessing, creating an account, posting or downloading content or otherwise, you accept and agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Sites or Services. Please read these Terms carefully and make sure that you understand them. These Terms are in addition to any other agreements between you and TopstepTrader, including our Privacy Policy, which can be found at <http://www.topsteptrader.com/privacy-policy>.

We reserve the right to modify or change these Terms after providing notice to you. The form of such notice is at our discretion. Any modification or change shall be effective upon such notice. You agree to be bound by any changes to these Terms when you use our Sites or Services after receipt of such notice, or you shall discontinue your use of our Sites or Services. Please check these Terms regularly for changes.

1. Contact Information

If you have any questions or comments or seek any additional information on TopstepTrader, please email support@topsteptrader.com. You may also call us at (888) 407-1611 or write to us at:

TopstepTrader, LLC
130 S. Jefferson St., Suite 200
Chicago, Illinois 60661

We operate the following website: www.topsteptrader.com

2. Eligibility

You represent and warrant that you are at least 18 years of age. In jurisdictions, territories and locations where the minimum age for permissible use of the Sites or Services is greater than 18 years of age, you represent and warrant that you meet the age requirement for the minimum age for permissible use of the Sites or

Services. If you are under the minimum age for permissible use of the Sites or Services in your jurisdiction, territory or location, you may not utilize the Sites or Services.

You represent and warrant that you have not been convicted of a felony, disciplined by the National Futures Association or disciplined by the U.S. Commodity Futures Trading Commission. You represent and warrant that you do not have an outstanding balance with a trading firm. If you are a convicted felon, have been disciplined by the National Futures Association, have been disciplined by the U.S. Commodity Futures Trading Commission, or have an outstanding balance with a trading firm, you are not eligible to use the Sites or Services.

You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you. The right to access the Sites or Services is revoked where these Terms or use of the Sites or Services are prohibited or to the extent offering, sale or provision of the Sites or Services conflicts with any applicable law, rule or regulation. The Sites or Services are offered only for your use, and not for the use or benefit of any third party.

3. Not a Broker-Dealer

You acknowledge and agree that we are not a broker-dealer, as such term is used in United States financial services regulations, and that we do not trade securities on our or another party's behalf as part of the Sites or Services, nor do we directly offer any financial advice of our own as part of the Sites or Services. You acknowledge and agree that we are not liable for any losses or gains that may arise from your reliance upon information provided through the Sites or Services or your interaction with other Users.

4. Reliance on Information Shown on our Sites or Services

The information presented on or through TopstepTrader Sites or Services includes financial and market information. Such information is made available solely for entertainment and general information purposes. We do not warrant the accuracy, completeness, timeliness or usefulness of such information and such information has not been verified. Any reliance you place on such information is strictly at your own risk. We do not invite that any action be taken upon the information we provide. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Sites or Services, or by anyone who may be informed of any of its contents.

The information presented has been prepared without regard to individual investment objectives, financial situations or means. Such information is not intended to constitute investment advice and is not designed to meet your personal financial situation. Many of the investments described on or through our Sites or Services involve significant risks, and any discussion of risks contained on the Sites or Services should not be considered a complete discussion of risks involved. We recommend that you consult with your financial advisers about investment options and whether any investment may be appropriate for your specific needs prior to making any investments. You acknowledge and agree that you have sole responsibility for your

investment decisions and that you should not rely solely on any information provided through the Sites or Service with regard to any investment decisions you make.

The information and material provided on the Sites or Services is not to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument, or to participate in any particular trading strategy.

We use reasonable efforts to maintain the Sites or Services, but we are not responsible for any defects or failures associated with the Sites or Services, any content posted on the Sites or Services, any widgets or similar applications use, or any damages (including lost profits or other consequential damages, even if we have been informed of the same) that may result from any such defects or failures. The Sites or Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which we may undertake from time to time, or (c) causes beyond the control of TopstepTrader or which are not foreseeable by TopstepTrader.

Our Sites or Services include content provided by third parties, including materials provided by other users, company owners, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in any such materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. Any such materials do not necessarily reflect our opinion and have not been verified by us. The information in such publications may become outdated, and we have no obligation to update it. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties whether shown on the Sites or Services or otherwise.

If any of our sites contain links to other sites and resources provided by third parties, those links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to our Sites or Services, you do so entirely at your own risk and subject to the terms of use for such websites.

TopstepTrader does not promote any financial instruments on the Sites or Services. TopstepTrader does not receive any compensation from companies whose financial instruments appear on the Sites or Services and TopstepTrader has no financial interest in the outcome of any trades mentioned in the Sites or Services.

We take no responsibility and assume no liability for any User Content. We have no obligation to pre-screen or monitor User Content. We reserve the right to delete or edit User Content, in whole or in part, in our sole discretion at any time and without notice.

5. Commodity Futures Trading Commission Disclaimer

CFTC RULE 4.41 – ALL HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE THE RESULTS SHOWN IN AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED OR HYPOTHETICAL TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE BEING SHOWN.

6. Third Party Services

Our Sites or Services may refer to products or services that are not under the control of or maintained by TopstepTrader (“Third Party Services”). You are responsible for performing your own due diligence and evaluating whether any Third Party Services are appropriate for you. You agree that TopstepTrader is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing or using such Third Party Services. If you access, visit, or use any Third Party Services referred to on our Sites or Services, you do so at your own risk.

7. Disclaimer of Warranties

ALL INFORMATION AND OTHER MATERIALS PRESENT ON THE SITE (THE “CONTENT”), INCLUDING TOPSTEPTRADER’S PRODUCTS AND SERVICES, TEXT, IMAGES, PHOTOS, TRADING IDEAS, OPINIONS, RUMORS, ADVICE, CHARTS, FINANCIAL INFORMATION, RATINGS, REVIEWS, OR SIMILAR INFORMATION ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTIES CONCERNING THE CONTENT’S NATURE OR ACCURACY, EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES.

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TOPSTEPTRADER DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SITES OR SERVICES ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, TOPSTEPTRADER SPECIFICALLY DISCLAIMS SUCH WARRANTIES. BY USING THE SITES OR SERVICES, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITES OR SERVICES.

WITHOUT LIMITING THE ABOVE, TOPSTEPTRADER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY WITH REGARD TO ANY WEB SITE OWNED BY A THIRD PARTY TO WHICH OR FROM WHICH OUR SITE IS LINKED ("LINKED WEB SITE"). TOPSTEPTRADER DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEB SITE.

THE INFORMATION, PRODUCTS, SOFTWARE OR SERVICE DESCRIPTIONS PUBLISHED ON OUR SITE OR A LINKED WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE COMPANY DISCLAIMS LIABILITY FOR SUCH ERRORS AND DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON OUR SITE OR A LINKED WEB SITE IS UPDATED OR COMPLETE. TOPSTEPTRADER HAS NO OBLIGATION TO UPDATE ANY CONTENT ON OUR SITE AND MAY CHANGE OR IMPROVE OUR SITE AT ANY TIME WITHOUT NOTICE.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH OUR SITES OR SERVICES BY ANY PARTY OTHER THAN US.

8. Limitation of Liabilities

IN NO EVENT WILL TOPSTEPTRADER, ITS PARENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES, OR THE RESPECTIVE SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS OF EACH BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST OPPORTUNITY, EVEN IF YOU HAVE NOTIFIED US ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS, USE OR CONTENT OF OUR SITES OR SERVICES OR A LINKED WEB SITE WHETHER SUCH CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY.

IN NO EVENT WILL OUR LIABILITY FOR ANY CLAIM OF ANY KIND, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THESE TERMS OR THE PERFORMANCE OR BREACH THEREOF, OR ANY PRODUCT OR SERVICE OR THE USE OR PERFORMANCE THEREOF, EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO TOPSTEPTRADER IN THE IMMEDIATELY PRECEDING MONTH FOR TOPSTEPTRADER'S PRODUCTS OR SERVICES AND (B) \$100.

THIS LIMITATION ON LIABILITY INCLUDES TRANSMISSION OF VIRUSES THAT INFECTS YOUR EQUIPMENT, MECHANICAL OR ELECTRONIC EQUIPMENT FAILURE, FAILURE OF COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTS, UNAUTHORIZED ACCESS, THEFT, OPERATIONAL ERRORS, OR ANY FORCE MAJEURE.

9. Purchases; Credit Card and Other Financial Information

TopstepTrader allows Users to place orders for subscriptions or other services through the Sites or Services or through a third-party affiliate ("Orders").

Upon placing an Order, you shall pay to Company the purchase price as set forth in the "Order Summary" page or similar ordering mechanism. Company or its third-party affiliates may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your Order.

Upon the purchase of an Order or other service rendered by TopstepTrader through the Sites or Services, you acknowledge that the TopstepTrader will provide availability and access to the particular service requested. Your participation in, or failure to use such purchased service does not entitle you to a refund.

Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Company reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an Order has been submitted and whether or not the Order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Company will issue you the appropriate credit within a reasonable time after your Order has been revoked.

TopstepTrader accepts payments via credit and debit card through our Sites or Services. Certain credit and debit card information, including your card information, phone number, address, name and email address ("Credit Card Information") will be encrypted and received via a secure page. You represent and warrant that you are an authorized signatory of the credit or debit card or other method of payment that you provide to TopstepTrader or its third-party payment processor to pay any fees or taxes related to your purchases of products or services through our Sites or Services.

We use industry standard technology and commercially reasonable measures to protect Credit Card Information from misuse. TopstepTrader may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment.

If you are directed to a third-party website to make purchases, your purchase will be governed by the terms of such third party website. If you desire to supply Credit Card Information, Identity Information or financial information to any third party service provider or to any Linked Web Site, you do so at your own risk and discretion. We strongly recommend you review the terms and conditions and privacy policy of any third party before providing such information.

10. Linking to Our Sites

You may link to our Sites or Services, provided you do so in a way that is fair, in compliance with all applicable laws, rules and regulations, and does not damage our reputation; provided that you shall not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

11. Restricted Sites and Passwords/User Registration

Certain functionality of the Sites or Services are limited to Users who have registered an account for the applicable services. Such Users will have a unique User ID and password combination ("User Credentials") and will have provided Identity Information (collectively, a "User Account"). You represent and warrant that all account information is truthful and accurate and you will update such information to ensure its accuracy. You represent and warrant that you have provided a valid email address at the time of registration. You agree that all information you provide to register with our Sites or Services or otherwise, including through the use of any interactive features on our Sites or Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You may update your personal information through our Sites or Services or by contacting us via the contact information provided above.

Users are responsible for the confidentiality of User Credentials, and shall be responsible and liable for access to or use of the Sites or Services by such User or any other person or entity using such User Credentials (whether or not such access has been authorized). You agree that access to the User Account will be limited to the User which subscribed under such account. You agree to immediately notify TopstepTrader if you learn of or have reason to suspect any unauthorized use of your account or any other breach of security.

You acknowledge and agree that TopstepTrader is authorized to act on all instructions received through your User Account, and that TopstepTrader may, but is not obligated to, deny access or block any transaction made through use of your User Account without prior notice if we believe that such User Account is being used by someone other than its registered User, or for any other reason.

TopstepTrader reserves the right to refuse to grant particular User Credentials to any individual for any reason, including, without limitation, if such User Credentials impersonates someone else, is protected by trademark or other proprietary rights law, or is vulgar or offensive. TopstepTrader shall not be liable for any loss or damage arising from a User's failure to comply with this Section.

12. Submitting Content or Comments on Our Sites

If you submit blogs, comments, or other content intended for public display on any of our Sites or Services ("User Content"), you agree to abide by these Terms.

You shall not submit User Content on our Sites or Services that: is illegal, indecent, profane (either directly or indirectly through partially obscured words, letters, phrases, terminology or the like), threatening, defamatory, derogatory, counter to TopstepTrader's Privacy Policy or otherwise injurious to TopstepTrader or any third parties, constitute commercial solicitation or advertising (except where pre-approved in writing by TopstepTrader), or consist primarily of an unsolicited electronic mass mailing.

User Content shall not be abusive or harassing to any person. You may not submit materials that are or purport to be the personally identifiable information about others, such as full name, postal address, email address, telephone number or any other personal attribute which would constitute an invasion of privacy. User Content shall not be obscene, objectionable, offensive, tortious, deceptive, fraudulent, or invasive of another's privacy or publicity rights.

TopstepTrader does not guarantee that User Content will remain private, even if such User Content is entered into a password-protected section of the Sites or Services. Accordingly, you should not provide User Content that you want protected from others.

User Content shall not contain a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

User Content shall not infringe in any manner on the copyright, trademark or other intellectual property rights of any person or entity, or that contain privileged, confidential, proprietary or trade-secret information of any individual or entity, or that may violate the legal right of any person or entity in any jurisdiction or locale.

If you wish to submit materials to any of our Sites or Services, you are prohibited from impersonating any other individual or entity, or otherwise misleading the same as to the origin of the comments.

You agree to disclose any conflict of interest, ownership interest, business, employment or other financial relationship you have with any company or financial instruments named in any User Content. You agree not to submit User Content with the intent to increase or decrease a financial instrument's price and sell or purchase such financial instrument as a result of such increase or decrease. You agree to disclose any intent to purchase or sell a stock within three trading days of submitting User Content that discusses that stock.

You shall not submit User Content that violates any local, state, national or international law, including but not limited to regulations of the U.S. Securities and Exchange Commission and the U.S. Commodity Futures Trading Commission or other securities laws and the rules of any securities exchange. You agree that User Content will not constitute illegal activity, give rise to civil liability, or violate the contractual, personal, intellectual property or other rights of any other party.

13. License

By submitting User Content, you grant TopstepTrader an unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up and royalty-free right and license, in any form or format, in whole or in part, to host, store, maintain, use, reproduce, distribute, display, publish, modify, prepare derivative works of, and otherwise exploit all or any portion of such User Content on the Sites or Services and on any other websites, channels, or distribution platforms, for any purpose whatsoever, without accounting, notification, credit or other obligation to you, and the right to license and sublicense and authorize others to exercise any of the rights granted hereunder to TopstepTrader, in its sole discretion. All rights, licenses and privileges herein described are granted to TopstepTrader immediately upon submission of User Content and shall continue perpetually and indefinitely.

14. Contests

From time to time, TopstepTrader may offer games and contests through its Sites or Services (individually, a “Contest” and collectively, the “Contests”). Contests shall be supplemented by any official rules associated with a particular Contest (the “Official Rules”).

a. Entry. Contests may be free to enter or may have an entry fee. All payments for Contests are final and no refunds will be issued. All entries to the Contests by a User Account will be deemed to have been submitted by the User whose User Account submitted such entry.

b. Conditions of Participation. Only such Users with User Accounts may participate in the Contests. By entering a Contest, you agree to be bound by all Official Rules and any decisions of TopstepTrader, which shall be final and binding in all respects. TopstepTrader may (i) disqualify any entrant from a Contest or (ii) refuse to award benefits or prizes or require the return of any prizes, if TopstepTrader determines, in its sole discretion, that an entrant has engaged in conduct that the Company deems improper, unfair or otherwise adverse to the operation of the Contest, violates the Official Rules, or is in any way detrimental to other entrants. TopstepTrader reserves the right to deny any contestant the ability to participate in Contests for any reason whatsoever.

If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with these Terms or the Official Rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of TopstepTrader corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, TopstepTrader reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Sites or Services.

To be eligible to enter any contest or receive any prize, a User may be required to provide TopstepTrader with additional documentation and/or information to verify the identity of the User, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of User, TopstepTrader will, in its sole and absolute discretion, utilize certain information collected by TopstepTrader to assist in verifying the identity and/or eligibility of such User.

c. Publicity/Privacy Release. Where legal, both entrants and winner consent to the use of their name, voice, likeness and photograph in and in connection with the development, production, distribution and/or exploitation of any Contest or the Sites or Services. Winners agree that from the date of notification by TopstepTrader of their status as a potential winner and continuing until such time when TopstepTrader informs them that they no longer need to do so that they will make themselves available to TopstepTrader for publicity, advertising, and promotion activities.

d. Contest of Skill. Contests offered through the Sites or Services are contests of skill. Winners are determined by the objective criteria described in the Official Rules, deadlines, scoring and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skill and knowledge of relevant trading information and trading concepts to accumulate the most points according to the corresponding scoring rules. The Sites or Services may not be used for any form of illicit gambling.

e. Results. Contest results and prize calculations are based on the final statistics and scoring results at the completion of each individual Contest. Once Contest results are reviewed and graded, prizes will be awarded. The scoring results of a Contest will not be changed regardless of any official statistics or adjustments made at later times or dates, except in TopstepTrader's sole discretion.

f. Payment and Withdrawal of Prizes. Winners will be posted on the TopstepTrader website. Entrants may be required to complete an affidavit of eligibility and a liability or publicity release and appropriate tax forms. Entrants may also be required to provide identification, including but not limited to a Driver's License, proof of residence and/or any information relating to payment or deposit accounts as reasonably requested by TopstepTrader in order to complete the withdrawal of prizes. TopstepTrader may, in its sole discretion, require a User to execute a release of any claims as a condition to being awarded any prize or receiving any payout. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms in any manner.

g. Taxes. All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, TopstepTrader reserves the right in its sole discretion to determine whether or not to award such prizes.

h. Substitution of Prizes. No substitution or transfer of prize is permitted, except that TopstepTrader reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All

prizes are awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

15. Intellectual Property, Trademarks and Copyrights

TopstepTrader Sites or Services and their entire contents, features, and functionality (including, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TopstepTrader, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws and treaties. You shall not challenge the ownership or rights in the content on TopstepTrader Sites or Services or any component thereof.

You are granted a nonexclusive, nontransferable, limited and revocable right to access, use, display and navigate our Sites or Services solely for your personal, non-commercial and non-public use. You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of our material, except for your personal, non-commercial and non-public use. You shall not access or use for any commercial purposes any part of our Sites or Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Sites or Services in breach of these Terms, your right to use TopstepTrader Sites or Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to our Sites or Services or any content on our Sites or Services is transferred to you, and all rights not expressly granted are reserved by TopstepTrader. Any use of our Sites or Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

The trademarks, service marks, slogans, logos, trade dress and other identifiers (“Marks”) displayed on TopstepTrader Sites or Services are the property of TopstepTrader, unless otherwise disclosed. You are prohibited from using, removing, or altering any Marks for any purpose including use on other materials, in presentations, as domain names, or as meta-tags, without our written permission.

Except as expressly provided above, no portion of our Sites or Services, their contents or any copyright, trademark, trade name, service mark or any other proprietary information of TopstepTrader (collectively, the “Intellectual Property”) displayed on TopstepTrader Sites or Services or on any of the Content may be reproduced, altered, removed, transmitted, published or distributed, whether electronically, mechanically, by photocopy, recording or otherwise, without the prior written permission of TopstepTrader. Use of any TopstepTrader trademarks as metatags on any third-party site is strictly prohibited. You may not co-brand our site or display our site in frames (or any of the Content via in-line links) without prior written permission from TopstepTrader (“co-brand” means your display of any of the Intellectual Property, or your taking of other means of attribution or identification of TopstepTrader in such a manner reasonably likely to give a third party the impression that you or the third party has the right to display, publish or distribute our Sites or Services or

any Content). You agree to cooperate with TopstepTrader in causing any unauthorized co-branding, framing or linking to immediately cease. You may not remove, modify or alter any copyright, trademark or patent notice from any product delivered by us. You agree not to undertake any action that will interfere with or diminish our right, title or interest in our Intellectual Property.

16. Digital Millennium Copyright Act

The following policy has been adopted pursuant to the Digital Millennium Copyright Act (found at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>):

The address of the Designated Agent to Receive Notification of Claimed Infringement (“Designated Agent”) can be found above under Section 1. If you believe that content or material provided through the Sites or Services infringes a copyright, please send a notice containing the following information to the Designated Agent:

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) identification of the material that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17. Termination

Users may terminate receipt of any free service publications at any time by sending TopstepTrader a request for removal from the relevant distribution list. All free service publication emails will include a link allowing a

User to unsubscribe. If you wish to terminate receipt of such publications, please use the link on the attached email or see the contact information provided above.

TopstepTrader reserves the right to terminate your access to any of the TopstepTrader Sites or Services at any time at its sole discretion. Such termination may result from a violation of the Terms or other referenced agreements, unauthorized use or reproduction of any publication or information, or any other reason determined in TopstepTrader's sole discretion. If such access is terminated, you agree you will not attempt to establish a new User Account under any name, real or assumed. All provision of these Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnities and limitations of liability.

18. Jurisdiction and Enforceability

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America, without giving effect to any principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction of the courts located in the State of Illinois in connection with any action arising out of or related to these Terms or their subject matter. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens in any such action.

19. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by a Force Majeure Event. A "Force Majeure Event" means any act or event beyond our reasonable control, including strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. If a Force Majeure Event takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of a Force Majeure Event.

20. Waiver of Class Action Rights

IN ANY DISPUTE, NEITHER YOU NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER AFFILIATES OR PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

21. Indemnification

You agree to indemnify, defend, and hold TopstepTrader, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each (collectively, the “TopstepTrader Parties”) harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of our Sites or Services, (ii) your violation of the Terms, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, (iv) any funding of your account and any payment methods used. TopstepTrader reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of TopstepTrader. TopstepTrader will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

22. Other Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your User Account, and you agree not to engage in unacceptable use of the Sites or Services or any User Content including:

- Posting, storing or disseminating any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters or other fraudulent schemes, or any other form of solicitation
- Using any manual or automated software, devices or other processes to “crawl” or “spider” any web pages contained in the Sites or Services
- Using the Sites or Services to gain competitive intelligence about TopstepTrader or the Sites or Services to compete with TopstepTrader or its affiliates
- Harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information

23. Other Important Terms

These Terms are in addition to any other agreements between you and TopstepTrader.

Nothing in these Terms shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and TopstepTrader. Neither you nor TopstepTrader shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to TopstepTrader which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that TopstepTrader has the right to enforce the provisions of this

Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies TopstepTrader may have for your breach of this Agreement.

We reserve the right at any time in our sole discretion to: modify, suspend or discontinue our Sites or Services or any service, content, feature or product offered through our Sites or Services, with or without notice; charge fees in connection with the use of our Sites or Services; modify and/or waive any fees charged in connection with our Sites or Services; and/or offer opportunities to some or all users of our Sites or Services. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Sites or Services, or any service, content, feature or product offered through our Sites or Services.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

We may terminate these Terms at any time without notice, and accordingly may deny you access to our Sites or Services, if in our sole judgment you fail to comply with any term or provision of these Terms. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

24. Feedback

TopstepTrader welcomes your comments, feedback, information or other materials regarding the Sites or Services (collectively, "Feedback"). If you submit Feedback to TopstepTrader, please note that your Feedback shall become the property of the Company, and you hereby irrevocably assign to TopstepTrader all right, title and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis.

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